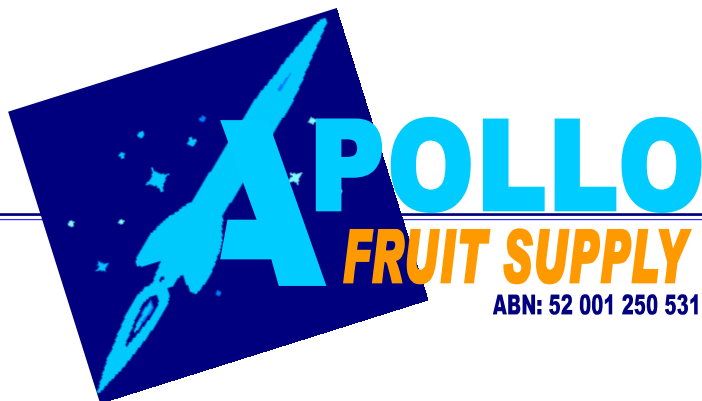




The Standard Terms of Trade for Apollo Fruit Supply Pty Ltd..

**HORTICULTURE PRODUCE AGREEMENT:**  
**BETWEEN APOLLO FRUIT SUPPLY CO.PTY.LTD, A.B.N. 52 001 250 531 (the Merchant)**  
**AND**  
**THE GROWER**

**PURPOSE**

This agreement details the arrangements under the Merchant trading as a merchant will purchase horticulture produce ('produce') from the grower. The Merchant's Terms of Trade form part of this agreement.

**TERMINATION**

This agreement is effective from the date below and remains in effect until either party gives seven (7) days written notice of termination. It shall not be changed unless agreed in writing and signed by both parties.

**MERCHANT TRADING AGREEMENT**

**The Merchant agrees:**

- To purchase produce from the grower at a price agreed in writing on delivery net Sydney.
- To pay the Grower the agreed net price within \_\_\_\_\_ days of the week ending that the produce is received.
- To advise the Grower of any problems or discrepancy with the produce within two (2) Business Days after each produce shipment is received or a problem with a shipment becomes evident, where produce requires conditioning, at the completion of conditioning. Should Storage and conditioning charges apply these can be agreed pro sale of produce.
- To promptly answer any concerns or deal with any complaints from the Grower in accordance with the merchants internal resolution procedure.
- The reporting period will be weekly at the time payment for each weeks consignments.

**The Grower agrees to:**

- Advise the Merchant by fax or phone on dispatching each produce shipment.
- Provide accurate details in writing of each produce shipment upon dispatch.
- Advise the Merchant of any produce that does not comply with the Fresh Specs Produce Specifications, which are available on [www.Freshmarkets.com.au](http://www.Freshmarkets.com.au). Produce not complying with the specification advised by the Grower may be rejected.
- Advise the Merchant in writing of any concerns or complaints. (If a price issue; within seven (7) days from the date of agreeing the purchase price. If a quality issue; within seven (7) days from the date of notification of the quality issue.)
- Use the Merchants internal dispute resolution procedure.

*The parties agree that the contacts persons for disputes will be the principles of each party to this agreement.*

**Acceptance of this agreement The Trader reserves the right not to accept the delivery of any horticulture produce from a supplier who has not executed a HPA Agreement.**

**If the Supplier continues to deliver horticulture produce to the Trader without having first signed a copy of this HPA Agreement and provide it to the Trader, the Supplier is taken to the terms of this HPA Agreement and Terms of Trade. By implication this HPA Agreement is deemed to be executed upon the date on which the Supplier first continued to deliver horticulture produce to the Trader.**

Signed on Behalf of \_\_\_\_\_ ("the Merchant")

BY its duly appointed officer \_\_\_\_\_ (signature)

Signed on behalf of \_\_\_\_\_ ("the Grower")

By its duly appointed officer \_\_\_\_\_ (signature)

By signing this agreement "the Grower" acknowledges that "the Merchant" has told "the Grower" to seek legal advice prior to entering into this agreement and that "the Grower" has either sought independent legal advice or has elected no to seek independent legal advice.